

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Just Add Essential Oils, LLC		02/20/2019	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Young Living Essential Oils, LC		
Street Address:	1538 W Sandalwood Dr		
City:	Lehi		
State/Country:	UTAH		
Postal Code:	84043		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88126650	BLENDOLOGE - JUST ADD ESSENTIAL OILS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	801-418-8900		
Email:	ipdocket@youngliving.com		
Correspondent Name:	Saul Speirs		
Address Line 1:	1538 W Sandalwood Dr		
Address Line 4:	Lehi, UTAH 84043		
NAME OF SUBMITTER:	Saul Speirs		
SIGNATURE:	/s/ Saul Speirs		
DATE SIGNED:	05/15/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of February 20, 2019, is made by Just Add Essential Oils, LLC, a Utah limited liability company ("**Seller**"), in favor of Young Living Essential Oils, LC, a Utah limited liability company ("**Buyer**").

WHEREAS, the Buyer is the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller dated as of the date hereof (the "**Asset Purchase Agreement**"); and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, Seller hereby agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "**Assigned IP**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

(b) the domain name registrations, copyright registrations, applications for copyright registration and exclusive copyright licenses set forth in Schedule 2 hereto and all issuances, extensions and renewals thereof;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the

right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and any other governmental officials to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, files, registrations or other documents, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of each of Seller and Buyer and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

JUST ADD ESSENTIAL OILS, LLC, a
Utah limited liability company

DocuSigned by:
By: Paul Hirshi
Name: Paul Hirshi
Title: Managing Partner

Address for Notices:
2547 Honeysuckle Drive
Saratoga Springs, UT 84045

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

1. Trademarks: “blendologē – Just Add Essential Oils”
 - a. US Trademark Application Serial No.: 88/126,650
 - b. Filed: September 21, 2018

SCHEDULE 2

**ASSIGNED DOMAIN NAME REGISTRATIONS, COPYRIGHT REGISTRATIONS
APPLICATIONS FOR COPYRIGHT REGISTRATION AND EXCLUSIVE
COPYRIGHT LICENSES**

1. www.blendologe.com